

## REMARKS

Examiner Rhode is thanked for the thorough examination of the subject Patent Application. The Claims have been carefully reviewed and amended, and are considered to be in condition for allowance.

5                   Reconsideration of the rejection under 35 USC §112, second paragraph, of Claims 1, 4, 5, 7, 9, 10, 25-27, 32, 35, 36, 40, 42, 43, 46, 48, 49 and 52 as being indefinite for failing to particularly point out and distinctly claim the subject matter which the applicant regards as the invention is requested in light of the following arguments. Fig. 13 has been changed and the specification amended  
10                to define;

creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment; (Claim 1, Lines 3-6)

15                determining via said contractual interface that the consumer has at least one of a plurality of financial instruments; (Claim 1, Lines 16-17)

providing the consumer via said contractual interface with the camera, in response to the consumer entering into the commitment and determining via said contractual interface that

said consumer has at least one of the plurality financial instruments; (Claim 1, Lines 18-23)

creating a contractual interface to allow a camera provider to communicate with a consumer; (Claim 10, Lines 3-5)

5 determining via said contractual interface that the consumer has at least one of a plurality of financial instruments; (Claim 10, Lines 13-14)

providing the user via said contractual interface with the camera at least partly in response to the user entering into the commitment 10 and determining via said contractual interface that said consumer has at least one of the plurality financial instruments; (Claim 10, Lines 15-18)

15 creating a contractual interface to allow a camera distributor to communicate with a consumer to generate a contract; (Claim 35, Lines 2-3)

creating a contractual interface to allow a camera distributor to communicate with a consumer to generate a contract; (Claim 40, Lines 2-3)

20 providing via said contractual interface the camera to a consumer at a second price; (Claim 40, Lines 15-16)

creating a contractual interface to allow a camera lessor to communicate with a consumer to generate a contract; (Claim 42, Lines 3-4)

Reconsideration of the rejection under 35 USC §112, second paragraph, 5 of Claims 57 and 77 as being incomplete for omitting essential structural cooperative relationships of elements, such omission amounting to a gap between the necessary structural connections. is requested in light of the following arguments. Fig. 13 has been changed and the specification amended to define the structural element that carries out the offering as;

10 a contractual interface that allows communication between said camera provider and said consumer wherein said consumer commits to purchase of at least the first amount of image reproductions within the selected amount of time and the camera provider provides the consumer with at least one of the 15 cameras, in response to the consumer entering into the commitment; (Claim 57, Lines 6-11)

creating a contractual relationship between a camera provider and a consumer where said consumer acquires at least one camera in exchange for said commitment; (Claim 77, Lines 5-8)

20 Reconsideration of the rejection under 35 USC §112, second paragraph, of Claims 69 as being indefinite for failing to particularly point out and distinctly

claim the subject matter which the applicant regards as the invention is requested in light of the following arguments. Fig. 13 has been changed and the specification amended (paragraph 0054) to define;

an advertising provider in communication with the consumer  
5 database and said consumer to convey advertising information to said consumer based on said personal information through said image reproductions in return for credit toward said commitment for image reproductions. (Claim 69, Lines 2-5)

Reconsideration of the rejection under 35 USC §101 of Claims 1 – 56, in  
10 which the Examiner holds that the claimed invention is directed to non-statutory subject matter directed to a process that does nothing more than manipulate an abstract idea and has no practical application in the technological arts, is requested in light of the following arguments. The applicant believes that the claimed invention of Previously Presented Claims 1 – 56 accomplishes a  
15 practical application. That is the invention of Previously Presented Claims 1 – 56 produces a "useful, concrete and tangible result." (State Street Bank & Trust Co. v. Signature Financial Group Inc., 149 F. 3d 1368, 1374, 47 USPQ2d 1596, 1601-02, Fed. Cir. 1998) and that there is "practical application in the technological arts". The "concrete and tangible" results of this invention are:

20 for Claims 1-9 and 45-55:

creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, (Claim 1, Lines 3-6)

5 determining via said contractual interface that the consumer has at least one of a plurality of financial instruments; (Claim 1, Lines 16-17)

10 providing the consumer via said contractual interface with the camera, in response to the consumer entering into the commitment and determining via said contractual interface that said consumer has at least one of the plurality financial instruments; (Claim 1, Lines 18-21)

15 restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider; (Claim 1, Lines 22-24)

transferring from said consumer images acquired by said camera to an image processor; (Claim 1, Lines 25-26)

20 printing reproductions of at least one of the images having restricted access: (Claim 1, Lines 27-28)

For Claims 10 -34 and 56:

creating a contractual interface to couple allow a camera provider

to communicate with a consumer; (Claim 10, Lines 3-4)

determining via said contractual interface that the consumer has at

5 least one of a plurality of financial instruments; (Claim 10, Lines  
13-14)

providing the user via said contractual interface with the camera at

least partly in response to the user entering into the commitment  
and determining via said contractual interface that said

10 consumer has at least one of the plurality financial instruments;  
(Claim 10, Lines 15-18)

For Claims 35-39:

creating a contractual interface to allow a camera distributor to

communicate with a consumer to generate a contract; (Claim

15 35, Lines 2-3)

receiving at a computer at least one image taken with the camera;

(Claim 35, Lines 15-16)

receiving an order for a reproduction of the at least one image;

(Claim 35, Lines 17-18)

creating said reproduction of the at least one image; (Claim 35,  
Line 19)

applying at least a portion of the first fee towards the cost of the  
order; (Claim 35, Line 20)

5 For Claims 40 – 45:

creating a contractual interface to allow a camera distributor to  
communicate with a consumer to generate a contract; (Claim  
40, Lines 2-3)

10 receiving by said camera distributor said camera from a camera  
manufacturer at a first price; (Claim 40, Lines 13-14)

providing via said contractual interface the camera to a consumer  
at a second price; (Claim 40, Lines 15-16)

receiving payment from the consumer for image reproductions of  
images captured with the camera; (Claim 40, Lines 17-18)

15 providing said reproductions of images to said consumer; (Claim  
40, Lines 19-20)

paying the camera manufacturer at least a first amount based at  
least in part on the payment received from the consumer; (Claim  
40, Lines 21-22)

creating a contractual interface to allow a camera lessor to  
communicate with a consumer to generate a contract; (Claim  
42, Lines 3-4)

5 providing the user with the first number of prints at no additional  
cost as part of the lease; (Claim 42, Lines 13-14) and

providing additional prints beyond the first number of prints for no  
more than a predetermined fee. (Claim 42, Lines 15-16)

10 The applicant believes that the concrete and tangible results, as cited  
above, are in fact directed to a process that does more than manipulate an  
abstract idea.

15 Additionally, the applicant believes that creating a contractual interface  
(Claim 1, Line3; Claim 10, Line 3; Claim 35, Line 3; Claim 40, Line 2), restricting  
access to images (Claim 1, Lines 22-24), transferring images (Claim 1, Lines 25-  
26), printing reproductions of the images having restricted access (Claim 1, Lines  
27-28), determining via said contractual interface that the consumer has financial  
instruments; (Claim 10, Lines 13-14), receiving images at a computer (Claim 35,  
Line 10), receiving an order for a reproduction of images (Claim 35, Line 11), and  
creating said reproduction of the at least one image (Claim 35, Line 18) and  
20 (Claim 40, Line 18-19) each are not "mental steps" and have practical application  
in the technological arts (In re Musgrave, 167 USPQ 280 (CCPA 1970) and In re  
Johnston, 183 USPQ 172 (CCPA 1974)). For instance the "contractual interface"

must involve more than a mental exercise to generate a contract, acquire the user information, and provide a camera. Further, "restricting access" to images within the camera involves physical functions such as encrypting of images resident within the camera.

5                   Reconsideration of the rejection under 35 USC §103(a) of Claims 1, 6-11, 19-28, 30-47, 49-58, 62-68, 70-78 and 82-96 as being unpatentable over U. S. Patent 5,963,752 (Zander) in view of U. S. Patent 6,167,251 (Segal et al.) and further in view of U. S. Patent 5,974,401 (Enomoto et al.), is requested in light of the following arguments.

10                  Zander provides a camera to be purchased or rented by a user. The camera is loaded with a filmstrip having certain characteristics including the film type and number of exposures. Further, Zander describes communicating user photofinishing instructions, which are then stored in the camera for future processing. There is no description, in Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., of the a camera provider offering the camera for free or at a discount in return for the user making a commitment to the purchase of a first amount of image reproductions. In Zander, the camera is loaded with a film strip containing a certain number of exposures.

20                  With regards to Claims 1-9, 45-55, and 77-96, neither Zander nor the combination of Zander in view of Segal et al. and further in view of Enomoto et al., provides:

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creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, wherein said contractual interface generates said contract comprising the terms for:

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offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

committing by said consumer to purchase at least the first amount of image reproductions within the selected amount of time; (Claim 1, Lines 3-15)

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restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider. (Claim 1, Lines 22-24)

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There is no teaching in Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., to establish a contractual interface that generates a contract with the terms that predicate the purchase of

the camera based on the amount of film or images purchased. Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal 5 and replacement of film. The canister containing the exposed film may be returned to the customer or may be sent for developing directly. While there is a security code (Fig. 17b), this security code of Zander does not prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

10 Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones. *In re Gorman*, 933 F.2d 982, 18 USPQ2d 1885 (Fed. Cir. 1991) Cf. *In re Geiger*, 815 F.2d 686, 2 USPQ2d 1276 (Fed. Cir. 1987) established that some "teaching, suggestion, or incentive to support combination" 15 of prior art references is needed in order to support a §103 rejection. There is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to 20 combine these references.

The contract of Segal et al. provides for a long term commitment to a cellular carrier. The cellular telephone is provided based on "the establishment

of a long-term service contract" (Col. 1, Lines 56-57). There is no discussion of the cellular telephone being provided for free or discount based on the number of prepaid minutes. Further, there is no discussion of:

5 creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, wherein said contractual interface generates said contract comprising the terms for:

10 offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

15 committing by said consumer to purchase at least the first amount of image reproductions within the selected amount of time; (Claim 1, Lines 3-15)

determining via said contractual interface that the consumer has at least one of a plurality of financial instruments; (Claim 1, Lines 16-17)

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providing the consumer via said contractual interface with the camera, in response to the consumer entering into the commitment and determining via said contractual interface that said consumer has at least one of the plurality financial instruments; (Claim 1, Lines 18-21).

The encryption as described in Segal et al. is within a unique identifier included in the communication unit. The use of unique identifiers provides unique encryption, as well as secure transmission for each communication unit that is transmitted from the keyless portable cellular phone to the system server.

10 Further, the prepaid airtime communication units have a unique identifier that is encrypted and transmitted to the server. It is decrypted and used for allowing the keyless cellular telephone access to the communication system through the server. There is no teaching to:

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restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider; (Claim 1, Lines 22-24)

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Further, Segal et al. provides no incentive for: transferring from said consumer images acquired by said camera to an image processor; (Claim 1, Lines 25-26) and printing reproductions of at least one of the images having restricted access. (Claim 1, Lines 27-28)

There is no teaching in the combination of Zander in view of Segal et al., or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a 5 kiosk where a camera can be purchased or rented and is preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b) and Segal et al. discusses a long term commitment to a cellular service provider in return for a free or discounted cellular telephone and encryption of pre-paid airtime communication units with 10 unique identifiers. Neither the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

While Enomoto et al. does provide for image transfers over a network, from a camera to an image processor for print reproduction and for transfer of a 15 certain level of camera usage information, Enomoto et al. does not describe:

creating a contractual interface to allow a camera provider to  
communicate with a consumer to generate a contract where  
said camera provider provides said consumer with at least  
one camera in exchange for said commitment, wherein said  
20 contractual interface generates said contract comprising the  
terms for:

offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

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committing by said consumer to purchase at least the first amount of image reproductions within the selected amount of time; (Claim 1, Lines 3-15)

determining via said contractual interface that the consumer has at least one of a plurality of financial instruments; (Claim 1, Lines 16-17)

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providing the consumer via said contractual interface with the camera, in response to the consumer entering into the commitment and determining via said contractual interface that said consumer has at least one of the plurality financial instruments; (Claim 1, Lines 18-21)

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restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider. (Claim 1, Lines 22-24)

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There is no teaching, suggestion, or incentive to support the combination of Zander in view of Segal et al. and further in view of Enomoto et al., for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a 5 camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a 10 device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Further, Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

With regards to Claims 10–34 and 56, Zander, or in the combination of 15 Zander in view of Segal et al. and further in view of Enomoto et al., does not provide:

creating a contractual interface to allow a camera provider to  
communicate with a consumer, wherein said contractual  
interface generates said contract comprising the terms for:

20 offering by a camera provider said camera for a commitment to  
purchase at least a first amount of image reproductions  
provided within a selected amount of time, and

receiving a commitment by the user to purchase at least the first amount of image reproductions; (Claim 10, Lines 3-12)

determining via said contractual interface that the consumer has at least one of a plurality of financial instruments; (Claim 10, 13-14)

5 providing the user via said contractual interface with the camera at least partly in response to the user entering into the commitment and determining via said contractual interface that said consumer has at least one of the plurality financial instruments; (Claim 10, 15-18)

10 method ... further comprising the step of encrypting by the camera of at least a first image captured by said camera to prevent the user from having prints of at least the first image from a source not associated with a provider of said camera. (Claim 19, Lines 1-4)

15 As stated above, there is no teaching in Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., to establish a contractual interface that functions with the terms that predicate the purchase of the camera based on the amount of film or images purchased. While Zander 20 does have a security code (Fig. 17b), the security code of Zander does not

provide encryption to prevent the customer from accessing the images for printing "from a source not associated with the provider of said camera".

Zander does provide "camera information about the reloaded film as selected by the customer, such as the length of the filmstrip" (Col. 17, Line 44).

5 However, Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., does not detail camera usage information which includes:

average number of pictures captured before upload of pictures;

average number of pictures captured vs. number of pictures

10 printed;

time of day or year when camera is most likely to be used and

frequency of flash usage;

amount of time spent viewing each image on the LCD viewfinder;

amount of time spent editing each image on-camera;

15 number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other products ordered;

track which advertisements/promotions the user investigated or generated a "click-through" experience;

track how many different locations to which the user had prints shipped;

track the user classification of a photo gallery. (Claim 11, Lines 4-16)

5 Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., further does not provide:

a method ... further comprising the step of selecting advertising to be presented to the user based at least in part on the camera usage information. (Claim 12, Lines 1-3)

10 With regards to Claims 35 – 39, Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., does not provide:

creating a contractual interface to allow a camera distributor to communicate with a consumer to generate a contract, wherein said contractual interface generates said contract comprising the terms of:

offering to rent at least one camera to a user in exchange for a first fee;

offering to reduce said first fee for said camera for a commitment to purchase at least a first amount of reproductions of images from said camera; and

committing by said consumer via said contractual interface of  
the purchase at least the first amount of image reproductions  
within the selected amount of time; (Claim 35; Lines 2-14)

5 receiving at a computer at least one image taken with the camera;  
(Claim 35, Lines 15-16)

receiving an order for a reproduction of the at least one image;  
(Claim 35, Lines 17-18)

creating said reproduction of the at least one image; (Claim 35,  
Line 19) and

10 applying at least a portion of the first fee towards the cost of the  
order (Claim 35, Lines 20).

15 While Zander does discuss rental of the camera, Zander, or in the  
combination of Zander in view of Segal et al. and further in view of Enomoto et  
al., does not discuss a contractual interface where the rental of the camera is  
based on the amount of film purchased or images purchased.

With regards to Claims 40 – 44, Zander, or in the combination of Zander in  
view of Segal et al. and further in view of Enomoto et al., does not provide:

creating a contractual interface to allow a camera distributor to  
communicate with a consumer to generate a contract, wherein

5 said contractual interface generates said contract comprising  
the terms for:

offering by a camera distributor said camera for a commitment  
by the consumer to purchase at least a first amount of image  
reproductions within a selected amount of time,

committing by said consumer of the purchase of at least the first  
amount of image reproductions within the selected amount  
of time, and

10 receiving by said camera distributor said camera from a camera  
manufacturer at a first price;

providing via said contractual interface the camera to a consumer  
at a second price;

receiving payment from the consumer for image reproductions of  
images captured with the camera;

15 providing said reproductions of images to said consumer;

and

paying the camera manufacturer at least a first amount based at  
least in part on the payment received from the consumer (Claim  
40, 3-22).

5 While Zander does discuss lease of the camera, Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., does not discuss a contractual interface where the camera is provided by a camera lessor based on the amount of film purchased or images purchased.

With regards to Claims 57 – 76, Zander does not provide:

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a contractual interface that allows communication between said camera provider and said consumer wherein said consumer commits to purchase of at least the first amount of image reproductions within the selected amount of time and the camera provider provides the consumer with the camera, in response to the consumer entering into the commitment; (Claim 57, Lines 6 – 11)

and

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an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider. (Claim 57, Lines 16 – 16)

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As described above, there is no teaching in Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., for a

device that has the purchase of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased or preloaded with film or a camera may be placed in the mechanism for removal and replacement of film. The canister containing the 5 exposed film may be returned to the customer or may be sent for developing directly. While there is a security code (Fig. 17b), this security code of Zander does not provide a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”.

As described above, Segal et al. does not discuss the providing of a 10 camera and is entirely restricted to cellular phones. In re Gorman, 933 F.2d 982, 18 USPQ2d 1885 (Fed. Cir. 1991) Cf. In re Geiger, 815 F.2d 686, 2 USPQ2d 1276 (Fed. Cir. 1987) established that some “teaching, suggestion, or incentive 15 to support combination” of prior art references is needed in order to support a §103 rejection. There is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art 20 would not have an incentive to combine these references.

There is no teaching in Zander in view of Segal et al., or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., for a device that provides the purchasing of the camera based on the amount

of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased or rented and is preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b) and Segal et al. discusses a long term commitment to a 5 cellular service provider in return for a free or discounted cellular telephone and encryption of pre-paid airtime communication units with unique identifiers. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

10 With regards to Claims 77 – 96, Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., does not provide a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4). The program process 15 executes the steps as described in Claims 1-9. As described above, there is no description in Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., of the a camera provider offering the camera for free or at a discount in return for the user making a commitment to the purchase of a first amount of image reproductions. In Zander, the camera is loaded with a 20 film strip containing a certain number of exposures.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and further, as described

above, there is no teaching, suggestion, or incentive to support the combination of Zander in view of Segal et al., or the combination of Zander in view of Segal et al. and further in view of Enomoto et al.,

The invention as claimed in amended Claims 1, 6 - 11, 19 - 28, 30 - 47, 49 - 58, 62 - 68, 70 - 78 and 82 - 96 is believed to be novel and patentable over the combination of Zander in view Segal et al., or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., because there is an insufficient basis as described above to conclude that the combination of claimed elements would have been obvious to one skilled in the art. That is to say, there 10 must be something in the prior art or line of reasoning to suggest that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 2, 58, 15 and 78 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

20 While Steinberg does describe a secure storage device that stores digital images from digital cameras and performs security functions, including encryption, creation of an authentication file, adding data to the image data such

as fingerprinting, and adding secure annotations such as separate data included in an image header. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 58, and 78, and further in view of Steinberg for:

5 creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, wherein said contractual interface generates said contract comprising the terms for:

10 offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

15 committing by said consumer to purchase at least the first amount of image reproductions within the selected amount of time;  
(Claim 1, Lines 3-15)

20 restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider. (Claim 1, Lines 22-24)

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a contractual interface that allows communication between said camera provider and said consumer wherein said consumer commits to purchase of at least the first amount of image reproductions within the selected amount of time and the camera provider provides the consumer with the camera, in response to the consumer entering into the commitment; (Claim 57, Lines 6 – 11)

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an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider; (Claim 57, Lines 16 – 16)

and

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a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1).

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Steinberg does not provide for encryption within the camera to prevent “reproduction of at least a first image acquired from the camera by a source not associated with the camera provider.” The system of Steinberg details the encryption within a separate computer system or external storage device.

Without encryption within the camera, the user would be able to access the images for reproduction and defeat the terms of the contractual relationship.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, 5 suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these 10 references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be 15 purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Steinberg 20 provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a source not

associated with the camera provider". Further, Steinberg details the encryption within a separate computer system or external storage device.

The invention as claimed in amended Claims 2, 58, and 78 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 3, 59, and 79 as being unpatentable over the combination of Zander in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 5,929,218 B1 (Smith) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Smith does describe a low resolution image acquired for display on a view finder display. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Smith for:

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creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, wherein said contractual interface generates said contract comprising the terms for:

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offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

committing by said consumer to purchase at least the first amount of image reproductions within the selected amount of time;  
(Claim 1, Lines 3-15)

15

restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider. (Claim 1, Lines 22-24)

20

method ... further comprising the step of granting access to low resolution versions of images taken with the camera to be transferred from the camera; (Claim 3, Lines 1-3)

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a contractual interface that allows communication between said camera provider and said consumer wherein said consumer commits to purchase of at least the first amount of image reproductions within the selected amount of time and the camera provider provides the consumer with the camera, in response to the consumer entering into the commitment; (Claim 57, Lines 6 – 11)

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an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider; (Claim 57, Lines 16 – 16)

and

15

a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1).

20

Smith does not provide “granting access to low resolution versions of images taken with the camera to be transferred from the camera.” The system of Smith details the structure of a digital camera with a low resolution viewfinder optical path to capture an image for display upon the viewfinder.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 3, 59, and 79 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the 5 combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such 10 basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 4, 5, 60–61, and 80–81 as being unpatentable over the combination of Zander, Segal et al., and Enomoto et al. as applied to Claims 1, 57, and 77, and further in view 15 of U. S. Patent 6,029,141 (Bezos et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Bezos et al. is a referral system where a second customer is referred for a sale with a commission to the referring person for the sale. The referring 20 individual or business entity acts as a sales agent for the selling merchant (See abstract). Bezos et al. does not refer to cameras and image reproductions.

There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Bezos et al. for:

5 creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, wherein said contractual interface generates said contract comprising the terms for:

10 offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

15 committing by said consumer to purchase at least the first amount of image reproductions within the selected amount of time;

(Claim 1, Lines 3-15)

restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider. (Claim 1, Lines 22-24)

receiving an order under said contract as generated by said contractual interface for at least one image print from someone other than the consumer; and

5 crediting under said contract as generated by said contractual interface the consumer's commitment fulfillment based on the order; (Claim 4, Lines 3-7)

providing under said contract as generated by said contractual interface the consumer with a benefit based on the order; (Claim 5, Lines 6-7)

10 a contractual interface that allows communication between said camera provider and said consumer wherein said consumer commits to purchase of at least the first amount of image reproductions within the selected amount of time and the camera provider provides the consumer with the camera, in response to the consumer entering into the commitment; (Claim 15 57, Lines 6-11)

an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider; (Claim 20 57, Lines 16-16)

wherein the image processor receives an order for an image print  
from someone other than the consumer; and said image  
processor credits the consumer's commitment fulfillment based  
on the order; (Claim 60, Lines 2-4)

5                   wherein the image processor receives an order for an image  
reproduction from someone other than the consumer; and said  
image processor provides the consumer a benefit based on the  
order; (Claim 61, Lines 2-4)

10                  a medium for retaining a computer code which, when executed on  
a computing system performs a program process for providing  
cameras to consumers in exchange for a commitment; (Claim 77,  
Lines 1-4) (The steps of the program process being equivalent to  
the method of Claim 1)

15                  receiving an order for an image print from someone other than the  
consumer; and

                        crediting the consumer's commitment fulfillment based on the order;  
(Claim 80, Lines 3-5)

and

                        providing the consumer a benefit based on the order. (Claim 81,  
20                   Line 5)

The receiving of the order from someone other than the consumer allows that person to act as the consumer in the purchase of the image prints to fulfill the commitment for the contract generated under the contractual interface. The consumer is not acting as an agent as described in Bezos et al. where the 5 referring individual or business entity receives a commission for sales.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander, Segal et al. and Bezos et al. For example, the classifications of the field of search of Zander 10 and Segal et al. are non related (Zander being 396—Photography; Segal et al. being 455—Telecommunications and 379—Telephonic Communications; Bezos et al being 705—Data Processing: Financial, Business Practice, Management, or Cost/Price Determination and 707—Data Processing: Database and File Management Or Data Structures) and provide an indication that one skilled in the 15 art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a 20 camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with

unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not 5 provide any restricting of access of the images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 4, 5, 60–61, and 80–81 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al., because there is an 10 insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Bezos et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the 15 combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 6, 7, 19, 45, 62 - 63, 82 - 83 and 86 as being unpatentable over the combination of 20 Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the following arguments. Please refer above for the

arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Steinberg does describe transferring images from a camera to a secure storage device. The secure storage device stores digital images from the digital camera and performs security functions, including encryption, creation of an authentication file, adding data to the image data such as fingerprinting, and adding secure annotations such as separate data included in an image header. The secure storage devices then transfers the images to a computer. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 58, and 78, and further in view of Steinberg for:

creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, wherein said contractual interface generates said contract comprising the terms for:

offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

committing by said consumer to purchase at least the first amount  
of image reproductions within the selected amount of time;  
(Claim 1, Lines 3-15)

restricting access to images acquired by the camera to prevent the  
5 consumer from obtaining reproductions of the images made  
from a source not associated with the camera provider. (Claim  
1, Lines 22-24)

further comprising the step of encrypting by the camera of at least a  
first image captured by said camera to prevent the user from  
10 having prints of at least the first image from a source not  
associated with a provider of said camera; (Claim 19, Lines 1-4)

wherein the step of restricting access to said images comprises the  
step of encrypting said images within said camera; (Claim 45,  
Lines 1-3)

15 a contractual interface that allows communication between said  
camera provider and said consumer wherein said consumer  
commits to purchase of at least the first amount of image  
reproductions within the selected amount of time and the  
camera provider provides the consumer with the camera, in  
20 response to the consumer entering into the commitment; (Claim  
57, Lines 6 – 11)

an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider; (Claim 57, Lines 16 – 16)

5 wherein the secured first image is received from a terminal to which the first image has been transferred from the camera; (Claim 62, Lines 2-3)

wherein the image securing device encrypts said first image within said camera; (Claim 66, Line 2)

10 a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1);

15 and

wherein the step of securing said first image comprises the step of encrypting said first image within said camera. (Claim 86, Lines 1-3)

Steinberg does not provide for encryption within the camera to prevent  
20 "reproduction of at least a first image acquired from the camera by a source not

associated with the camera provider." The system of Steinberg details the encryption within a separate computer system or external storage device. Without encryption within the camera, the user would be able to access the images for reproduction and defeat the terms of the contractual relationship.

5        As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references.

10      There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique 15 identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Steinberg 20 provides a device to prevent the customer from accessing the images for printing

“from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a source not associated with the camera provider”. Further, Steinberg details the encryption within a separate computer system or external storage device.

5        The invention as claimed in amended Claims 6, 7, 19, 45, 62 - 63, 82 - 83 and 86 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al.,  
10      further in view of Enomoto et al., and further in view of Steinberg would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that  
15      Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 12 and 29 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 10 and 11, and further in view of U. S. Patent 6,369,908 B1 (Frey et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.  
20

5 Frey et al. provides a banner message, text message, or audio message attached to an image from a separate kiosk not from a camera provided to a consumer on a purchased or rental basis. There is no teaching about sending advertising or coupons to a user or incorporating the advertising with the printed images. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 10 and 11, and further in view of Frey et al. for:

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creating a contractual interface to allow a camera provider to communicate with a consumer, wherein said contractual interface generates said contract comprising the terms for: offering by a camera provider said camera for a commitment to purchase at least a first amount of image reproductions provided within a selected amount of time, and receiving a commitment by the user to purchase at least the first amount of image reproductions; (Claim 10, Lines 3-12)

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determining via said contractual interface that the consumer has at least one of a plurality of financial instruments; (Claim 10, 13-14)

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providing the user via said contractual interface with the camera at least partly in response to the user entering into the commitment and determining via said contractual interface that said

consumer has at least one of the plurality financial instruments;  
(Claim 10, 15-18)

As stated above, there is no teaching in Zander, or in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in 5 view of Frey et al. to establish a contractual interface that functions with the terms that predicate the purchase of the camera based on the amount of film or images purchased. While Zander does have a security code (Fig. 17b), the security code of Zander does not provide encryption to prevent the customer from accessing the images for printing "from a source not associated with the 10 provider of said camera".

Zander does provide "camera information about the reloaded film as selected by the customer, such as the length of the filmstrip" (Col. 17, Line 44). However, Zander, or in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and Frey et al. does not detail camera usage 15 information which includes:

average number of pictures captured before upload of pictures;

average number of pictures captured vs. number of pictures  
printed;

time of day or year when camera is most likely to be used and  
frequency of flash usage;

amount of time spent viewing each image on the LCD viewfinder;

amount of time spent editing each image on-camera;

number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other

products ordered;

track which advertisements/promotions the user investigated or

generated a "click-through" experience;

track how many different locations to which the user had prints

shipped;

track the user classification of a photo gallery. (Claim 11, Lines 4-

16)

Zander, or in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and Frey et al. further does not provide:

a method ... further comprising the step of selecting advertising to  
15 be presented to the user based at least in part on the camera  
usage information; (Claim 12, Lines 1-3)

and

the method ... further comprising the step of downloading an advertisement into the camera and displaying the advertisement on a camera display.

The system of Frey et al. provides for attraction advertising describing services of the photo kiosk (Col 3, Lines 40-43). The kiosk attaches a greeting or text message to the photo. There is no teaching, suggestion or support that advertising is sent to the customer or displayed on the camera that has been purchase or rented under the contract generated by the contractual interface, where the terms of the contract are that the purchase of the camera is based on the amount of film or images purchased.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a

camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b).

Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network.

5 Neither, the security code of Zander nor the encryption of Segal et al. or Frey et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Frey et al. details the 10 photo kiosk where pictures are taken and greeting messages are attached to the resulting picture.

The invention as claimed in amended Claims 12 and 29 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al., because there is an insufficient 15 basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of 20 these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 13–18 as being unpatentable over the combination of Zander, PTN, Enomoto, and Steinberg as applied to claims 10 and 11, and further in view of U. S. Patent 6,360,362 (Fitchner et al.) is requested in light of the following arguments.

- 5 Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al..

Fitchner et al. provides a method where a "host system detects that the firmware on the imaging device is incompatible with a configuration of the host system. In response to detecting the incompatibility, an updated firmware image is transferred from the host system to the imaging device." There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 10 and 11, and further in view of Fitchner et al. for:

- 10 creating a contractual interface to allow a camera provider to communicate with a consumer, wherein said contractual interface generates said contract comprising the terms for:
- 15 offering by a camera provider said camera for a commitment to purchase at least a first amount of image reproductions provided within a selected amount of time, and
- 20 receiving a commitment by the user to purchase at least the first amount of image reproductions; (Claim 10, Lines 3-12)

determining via said contractual interface that the consumer has at least one of a plurality of financial instruments; (Claim 10, 13-14)

5 providing the user via said contractual interface with the camera at least partly in response to the user entering into the commitment and determining via said contractual interface that said consumer has at least one of the plurality financial instruments; (Claim 10, 15-18)

As stated above, there is no teaching in Zander, or in the combination of  
10 Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al. to establish a contractual interface that functions with the terms that predicate the purchase of the camera based on the amount of film or images purchased. While Zander does have a security code (Fig. 17b), the security code of Zander does not provide encryption to prevent the customer  
15 from accessing the images for printing "from a source not associated with the provider of said camera".

Zander does provide "camera information about the reloaded film as selected by the customer, such as the length of the filmstrip" (Col. 17, Line 44). However, Zander, or in the combination of Zander in view of Segal et al., further  
20 in view of Enomoto et al., and Fitchner et al. does not detail camera usage information which includes:

average number of pictures captured before upload of pictures;

average number of pictures captured vs. number of pictures

printed;

time of day or year when camera is most likely to be used and

frequency of flash usage;

5

amount of time spent viewing each image on the LCD viewfinder;

amount of time spent editing each image on-camera;

number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other  
products ordered;

10

track which advertisements/promotions the user investigated or  
generated a "click-through" experience;

track how many different locations to which the user had prints  
shipped;

15

track the user classification of a photo gallery. (Claim 11, Lines 4-  
16)

The combination of Zander in view of Segal et al., further in view of  
Enomoto et al., and further in view of Fitchner et al. further does not provide:

modifying camera performance based, at least in part, on the  
camera usage information; (Claim 13, Lines 1 – 2)

predicting camera battery life based, at least in part, on the number  
of pictures taken with the camera during a predetermined time  
period; (Claim 14, Lines 1 – 3)

5 predicting when camera memory will be full based, at least in part,  
on the number of pictures taken with the camera during a  
predetermined time period; (Claim 15, Lines 1 – 3)

modifying camera energy management based, at least in part, on  
10 the number of pictures taken with the camera during a  
predetermined time period; (Claim 16, Lines 1 – 3)

that at least a portion of the camera usage information is stored in  
camera memory; (Claim 17, Lines 1 – 2)

and

15 that at least a portion of the camera usage information is stored on  
a server associated with a Web site. (Claim 18, Lines 1 – 2)

Claims 13 – 18 provide for the change in the operational modes of the  
camera based on the camera usage information of Claim 11. The firmware  
modifications of Fitchner et al. are dependent upon the type of host system being  
20 used to update the firmware of the camera and further, there is no discussion of

extracting the user information for determining the firmware update to applied to the camera.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, 5 suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these 10 references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a 15 camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Fitchner 20 et al. provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does not provide any restricting of access of the images for printing “from a

source not associated with the camera provider". Further, Fitchner et al. provides for updating firmware within a digital camera. Fitchner et al. does not provide for adjusting the camera performance based on camera usage information.

5        The invention as claimed in amended Claims 13-18 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Fitchner et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view 10 of Enomoto et al., and further in view of Fitchner et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner 15 Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 2, 58, and 78 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of U. S. Patent 5,794,210 (Goldhauber et al.) is requested in light of the following 20 arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Goldhauber et al. does describe "Called Attention Brokerage" which is "the business of brokering the buying and selling of the 'attention' of users" (Abstract), there is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of

5 Goldhauber et al. for:

10

creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, wherein said contractual interface generates said contract comprising the terms for:

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offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

committing by said consumer to purchase at least the first amount of image reproductions within the selected amount of time;

(Claim 1, Lines 3-15)

20

restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made

from a source not associated with the camera provider. (Claim 1, Lines 22-24)

a contractual interface between said camera provider and said consumer wherein said consumer commits to purchase of at least the first amount of image reproductions within the selected amount of time and the camera provider provides the consumer with the camera, in response to the consumer entering into the commitment; (Claim 57, Lines 5 – 9)

an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider. (Claim 57, Lines 12 – 14)

and

a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1).

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander, Segal et al.,

and Goldhauber et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography; Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications; and Goldhauber et al. being 705-Data Processing: Financial, Business Practice, 5 Management, or Cost/Price Determination and 707-Data Processing: Database and File Management Or Data Structures) and provide an indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al. for a 10 device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with 15 unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a 20 source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Goldhauber et al. details the selling of advertising to a user for a fee based on demographics and a personal profile of the user.

The invention as claimed in amended Claims 2, 58, and 78 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 53, 74, and 94 as being unpatentable over the combination of Zander in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of "Kodak Tries to Inspire More Picture Taking in India with Rentals," Bailay, Asia Wall Street Journal, New York, Jan. 15, 1999 (hereinafter referred to as "Kodak") is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Kodak does describe methods where a camera provider and processor are associated with the camera manufacturer. There is no teaching in

the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Kodak for:

5 creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, wherein said contractual interface generates said contract comprising the terms for:

10 offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

15 committing by said consumer to purchase at least the first amount of image reproductions within the selected amount of time;

(Claim 1, Lines 3-15)

restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider. (Claim 1, Lines 22-24)

20 a contractual interface that allows communication between said camera provider and said consumer wherein said consumer

commits to purchase of at least the first amount of image reproductions within the selected amount of time and the camera provider provides the consumer with the camera, in response to the consumer entering into the commitment; (Claim 5, Lines 6 – 11)

an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider; (Claim 57, Lines 16 – 16)

10 and

a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1).

15 As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an

indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak for a device that

5 provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique

10 identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with

15 the camera provider".

The invention as claimed in amended Claims 53, 74, and 94 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the

20 combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Kodak would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of

reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

5       Reconsideration of the rejection under 35 USC §103(a) of Claims 54, 75, and 95 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of U. S. Patent 6,578,072 (Watanabe et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the  
10      combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Watanabe et al. does describe "digital photographic services on a network, only selected images are shown only to people that a user wishes to show the images, without cost and time upon or after photographing the images." (Abstract), there is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of  
15      Watanabe et al. for:

20      creating a contractual interface to allow a camera provider to communicate with a consumer to generate a contract where said camera provider provides said consumer with at least one camera in exchange for said commitment, wherein said contractual interface generates said contract comprising the terms for:

offering by said camera provider to provide via said contractual interface said camera for a commitment by the consumer to purchase at least a first amount of image reproductions via said contractual interface within a selected amount of time, and

5 committing by said consumer to purchase at least the first amount of image reproductions within the selected amount of time;  
(Claim 1, Lines 3-15)

restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made 10 from a source not associated with the camera provider. (Claim 1, Lines 22-24)

15 a contractual interface between said camera provider and said consumer wherein said consumer commits to purchase of at least the first amount of image reproductions within the selected amount of time and the camera provider provides the consumer with the camera, in response to the consumer entering into the commitment; (Claim 57, Lines 5 – 9)

20 an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider. (Claim 57, Lines 12 – 14)

and

a medium for retaining a computer code which, when executed on a computing system performs a program process for providing cameras to consumers in exchange for a commitment (Claim 77, 5 Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1).

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander, Segal et al., 10 and Watanabe et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography; Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications; and Watanabe et al. being 705-Data Processing: Financial, Business Practice, Management, or Cost/Price Determination and 707-Data Processing: Database 15 and File Management Or Data Structures) and provide an indication that one skilled in the art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al. for a device that provides the purchasing of the camera based on the amount of film or 20 images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b).

Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a 5 source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Watanabe et al. provides digital photographic services on a network where only selected images are shown to people that a user wishes to show the images.

10 The invention as claimed in amended Claims 54, 75, and 95 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., 15 further in view of Enomoto et al., and further in view of Watanabe et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant 20 therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 40 and 41 as being unpatentable over the combination of Zander in view of Segal et al., and further in view of "Kodak Tries to Inspire More Picture Taking in India with Rentals," Bailay, Asia Wall Street Journal, New York, Jan. 15, 1999 (hereinafter referred to as "Kodak") is requested in light of the following arguments.

While Kodak does describe methods where a camera provider and processor are associated with the camera manufacturer. There is no teaching in the combination of Zander, in view of Segal et al., and further in view of Kodak for:

10 creating a contractual interface to allow a camera distributor to communicate with a consumer to generate a contract, wherein said contractual interface generates said contract comprising the terms for:

offering by a camera distributor said camera for a commitment by the consumer to purchase at least a first amount of image reproductions within a selected amount of time,

committing by said consumer of the purchase of at least the first amount of image reproductions within the selected amount of time; (Claim 40, Lines 2-12) and

20 restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made

from a source not associated with the camera provider; (Claim  
40, Lines 17-19)

As described above, Segal et al. does not discuss the providing of a  
camera and is entirely restricted to cellular phones and there is no teaching,  
5 suggestion, or incentive to support the combination of the Zander and Segal et  
al. For example, the classifications of the field of search of Zander and Segal et  
al. are non related (Zander being 396 – Photography and Segal et al. being 455  
– Telecommunications and 379 – Telephonic Communications) and provide an  
indication that one skilled in the art would not have an incentive to combine these  
10 references.

There is no teaching in the combination of Zander in view of Segal et al.,  
and further in view of Kodak for a device that provides the purchasing of the  
camera based on the amount of film or images purchased. Zander just describes  
the creation of a kiosk where a camera can be purchased preloaded with film or  
15 a camera may be placed in the mechanism for removal and replacement of film  
with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid  
airtime communication units with unique identifiers. Neither, the security code of  
Zander nor the encryption of Segal et al. provides a device to prevent the  
customer from accessing the images for printing “from a source not associated  
20 with the camera provider”.

The invention as claimed in amended Claims 40 and 41 is believed to be  
novel and patentable over Zander in view of Segal et al., and further in view of

## Appendix

### Annotated Drawing Sheet(s) Showing Changes

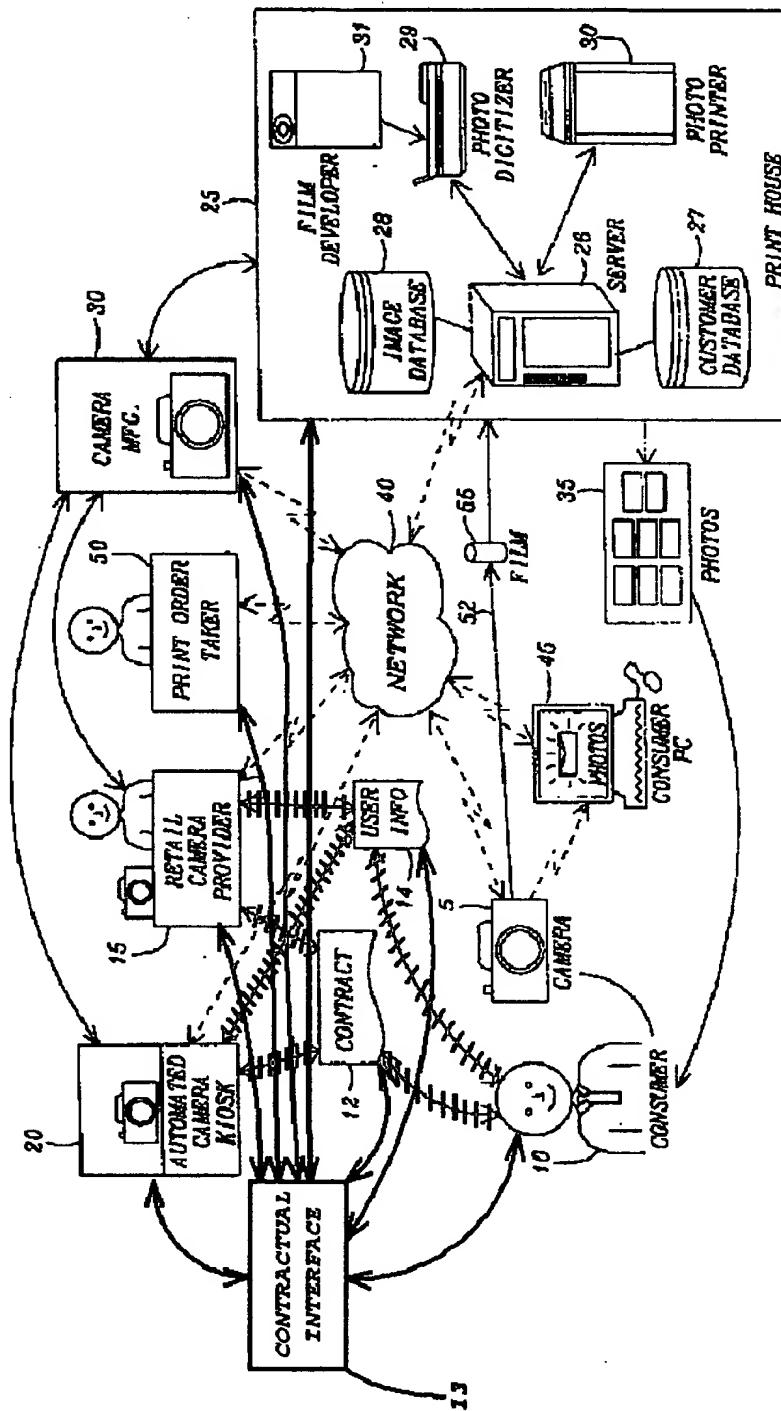


FIG. 13